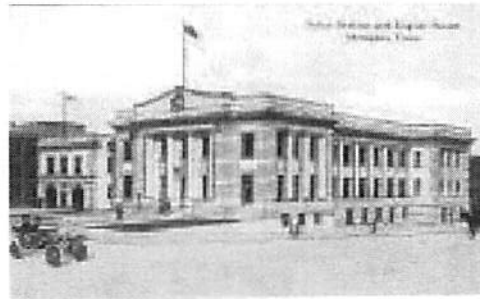


OLD CENTRAL POLICE STATION DEVELOPMENT 128 ADAMS AVENUE



SUNA Investments, LLC
Developers: Snay Patel and Jay Kumar



March 14, 2016

**Memphis City Council
125 North Main Street, Room 514
Memphis, TN 38103**

**Re: Snay Patel and Jay Kumar, (Suna Investments LLC)
Memphis Central Police Station Property**

To whom it may concern,

UrbanARCH Associates is currently working with Suna Investments LLC on the design and development of two historic downtown properties in the Central Business District. Their property located at 179 Madison Avenue is currently under construction to become a 58 room boutique hotel, named Hotel Napoleon, and is scheduled to open in July of 2016. This property, which has been on the National Register of Places since its last major renovation in 1983, is undergoing a complete gut and overhaul of the architectural and engineering components. To refresh the curb appeal while maintaining the historic character, the exterior stone walls of the building will be extensively cleaned, repaired and painted, the windows will be replaced, and the public sidewalks wrapping the property footprint will be completely replaced to provide ADA accessible routes along the length of the property. Suna Investments LLC is also working with a Historic Consultant, on the historic tax credits application to certify compliance with the National Parks Service requirements.

We are also working with Suna Investments LLC on the design and development of 107 South Main Street. Their experience of renovating the Winchester Building into the Hotel Napoleon spurred their interest in developing additional architecturally rich historic properties downtown. They acquired this property in late 2015, and plan to restore it after suffering many years of neglect by its previous owner. It is currently under schematic design to be developed as a modern upscale boutique hotel / hostel. Suna Investments is currently partnering with the Downtown Memphis Commission to install a temporary public art mural on this Main Street facade.

Working with Snay and Jay over the past year and a half, we understand their vision for redeveloping historic properties into new uses. They appreciate the character and architectural integrity that these urban buildings offer. Our experience in working with them on the Winchester Building and 107 South Main Street found that they are focused on the public's experience of the building and the impacts that the improvements and restoration will have on the neighboring downtown properties. Architectural design and guest / pedestrian experience is extremely important to Snay and Jay and the Central Police Station's location and architectural quality is well suited for their intended redevelopment of this property.

Snay and Jay have communicated to us that they plan to make a positive impact on the immediate area and Downtown Memphis by rehabilitating this property. The Central Police Station is long overdue for a new life after laying vacant for the last 34 years. The adjacent historic properties in the Adams Avenue Historic District have been well maintained and the neighboring Fire House was tastefully renovated as the Fire Museum years ago. The renovation of this building will expand the amenities of this immediate area with the hopes of bringing another upscale hotel to serve the Downtown Museums, Convention Center, and City Government facilities. A portion of the Central Police Station building facing Adams Avenue could be renovated to house

March 12, 2016

integrated historical exhibits from the Memphis Police Archives, while the rest of the building would be developed into Suna Investments' specialty niche as an upscale hotel and restaurant.

The Central Police Building is architecturally rich with its neo-classical design, it has large windows, and articulate detailing on the stone facades. We plan to restore much of the original interior architectural ornamentation that remains intact and make these rich spaces accessible for the general public to experience. The original building facing Adams Avenue would be used as the Reception and Lobby area as well as house a Bar and Restaurant. The third floor of the building will house a banquet room that will showcase the restored articulated cast plaster cove ceilings and original skylights. The bulk of the guest rooms will be located at the North end of the building. The building's proximity to other downtown museums such as the Fire Museum, the Mississippi River Museum on Mud Island, and the Ducks Unlimited Museum in the Bass Pro Pyramid would make the potential for a Police Museum exhibit to be a great contribution to the existing downtown museum district. The building's proximity to the Main Street trolley line and the Convention Center provides quick and easy access for guests who choose to stay at this property to be able to visit all the other downtown attractions that this city has to offer.

We look forward to the promise that the redevelopment of this property has to offer. We believe that Snay and Jay have the vision and the experience to make the rebirth of this building a reality.

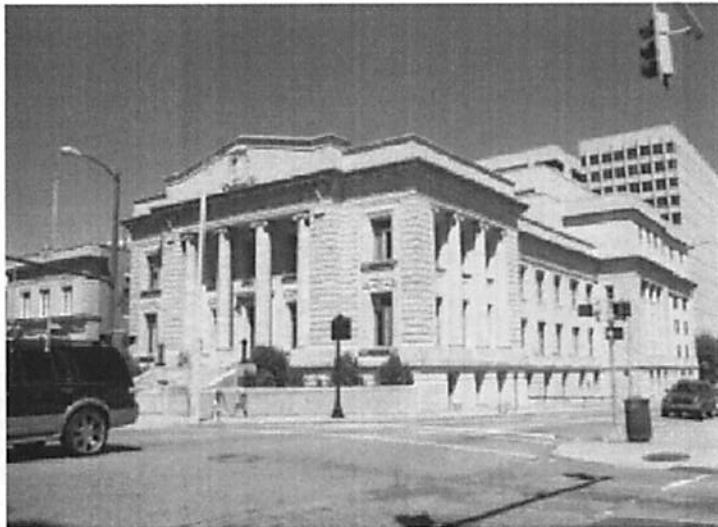
Sincerely,

Brian Bullard, AIA/NCARB
UrbanARCH Associates, P.C.

Profile

- ▣ Suna Investments is a Memphis based company involved with the development of 179 Madison Ave and 107 S. Main St in downtown Memphis
- ▣ Suna Investments is a local hotel ownership group
- ▣ Suna Investments is a Tennessee limited liability company
- ▣ Suna Investments is proposing the Old Central Police Station Building to be used as an upscale hotel and restaurant with a Marriott or Hilton brand of franchise
- ▣ Suna Investments privately funds all of their projects and do not seek city funding or grants
- ▣ Suna Investments have previously secured financing from Fidelity National Bank, First National Bank of Eastern Arkansas, and Simmons Bank (former First State Bank) for its projects on Madison Ave and Main St.
- ▣ We have an LOI from the Green Card Fund for EB-5 funding for the redevelopment of the Old Memphis Police Station

New Life for the Old Central Police Station



-Our plans are to develop the Old Central Police Station into an upscale hotel and restaurant with a Marriott or Hilton branded franchise

-We are proposing to house integrated historical exhibits from the Memphis Police Archives to be a part of the hotel for the citizens of Memphis and visitors to view and visit

-We will work with the National Parks Service to preserve all historical aspects of the building

-We are a local ownership group that have a vision to preserve the history of Memphis

-We are currently developing and are under construction at the historical Winchester Building at BB King and Madison Ave. This property was acquired in July 2014, and construction began August 2015. This property will open as an upscale boutique hotel and restaurant (Hotel Napoleon) in July 2016.

Hotel Napoleon

Opening July 2016!

**See renderings of our current
project under construction at
179 Madison Avenue**



CRYE-LEIKE REALTORS
"1 in the Mid-South!" 901-578-1147

8 SO.
THIRD ST.



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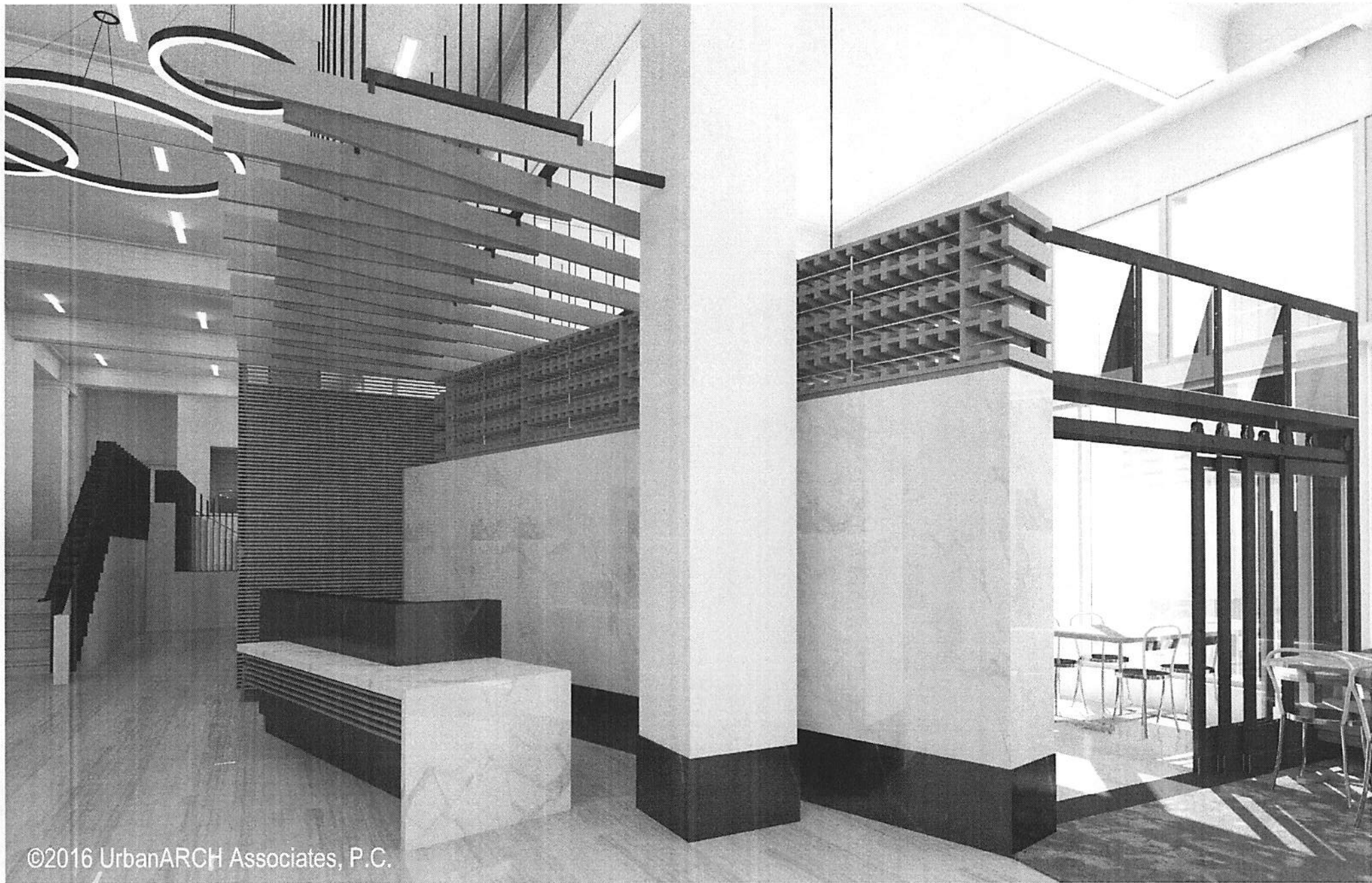




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- We acquired 107 S. Main St. in December 2015 and are working closely with the DMC to develop and compliment the historic Main St. corridor
- We are partnering with the DMC to place artwork on the façade of the buidling as we speak
- We are working with Urban Arch, a local downtown architect group, to create the best use of the building and preserve all historic features of the building

Urban
ARCH
architecture

November 13, 2015

Downtown Memphis Commission
114 North Main Street
Memphis, TN 38103

Re: Gray Patel and Jay Kumar, (Suna Investments LLC)
107 South Main Street Property

To whom it may concern,

We are working with Suna Investments LLC on the design and development of 107 South Main Street. We toured the property along with the general contractor who is currently renovating the Winchester Building into the Ascend Boutique Hotel which we designed for Mr. Patel and Mr. Kumar.

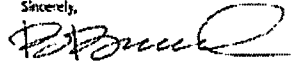
We have been working with Gray and Jay over the past year and understand their vision for redeveloping historic properties into new uses. They appreciate the character and architectural integrity that these urban buildings offer. Our experience in working with them on the Winchester Building found that they were focused on the public's experience of the building and what impacts the improvements and restoration will have on the neighboring downtown properties. The architectural design and guest / pedestrian experience was extremely important to them as this is a highly visible street corner with heavy foot traffic.

As we have discussed the property at 107 South Main Street, Gray and Jay have communicated to us that they plan to make a positive effect on the immediate area by rehabilitating this property. 107 South Main is long overdue for a new life as all of the neighboring properties on this block were tastefully renovated years ago. The renovation of this building will improve the experience of this important pedestrian corridor of Main Street.

The Main Street façade is architecturally rich, it has large windows, and articulate detailing in the cast iron elements as well as the brick work. There are high ceilings throughout all levels of the building, and much of the original character of the building remains intact. The current plan for this property is to completely rehabilitate it into a modern upscale boutique hotel / hostel offering both private and shared rooms. Examples of similar developments can be found in cities such as Nashville and Chicago.

We look forward to the promise that the redevelopment of this property has to offer. We believe that Gray and Jay have the vision and the experience to make the rebirth of this building a reality.

Sincerely,



Brian Paulard, AIA/NCARB
UrbanARCH



11/15/15

Downtown Memphis Commission
114 North Main Street
Memphis TN 38103

Re: 107 N Main

Staff,

Patton & Taylor Enterprises is currently in negotiations with SUNA Investments for the construction / rehabilitation of 107 N Main. Our scope includes, but is not limited to: a structural overview, cost scenarios for apartment / condo / hostel use, and value engineering opportunities. We are currently working with this developer on another project in downtown Memphis, and find this group to be highly organized and well versed in rehabilitation projects.

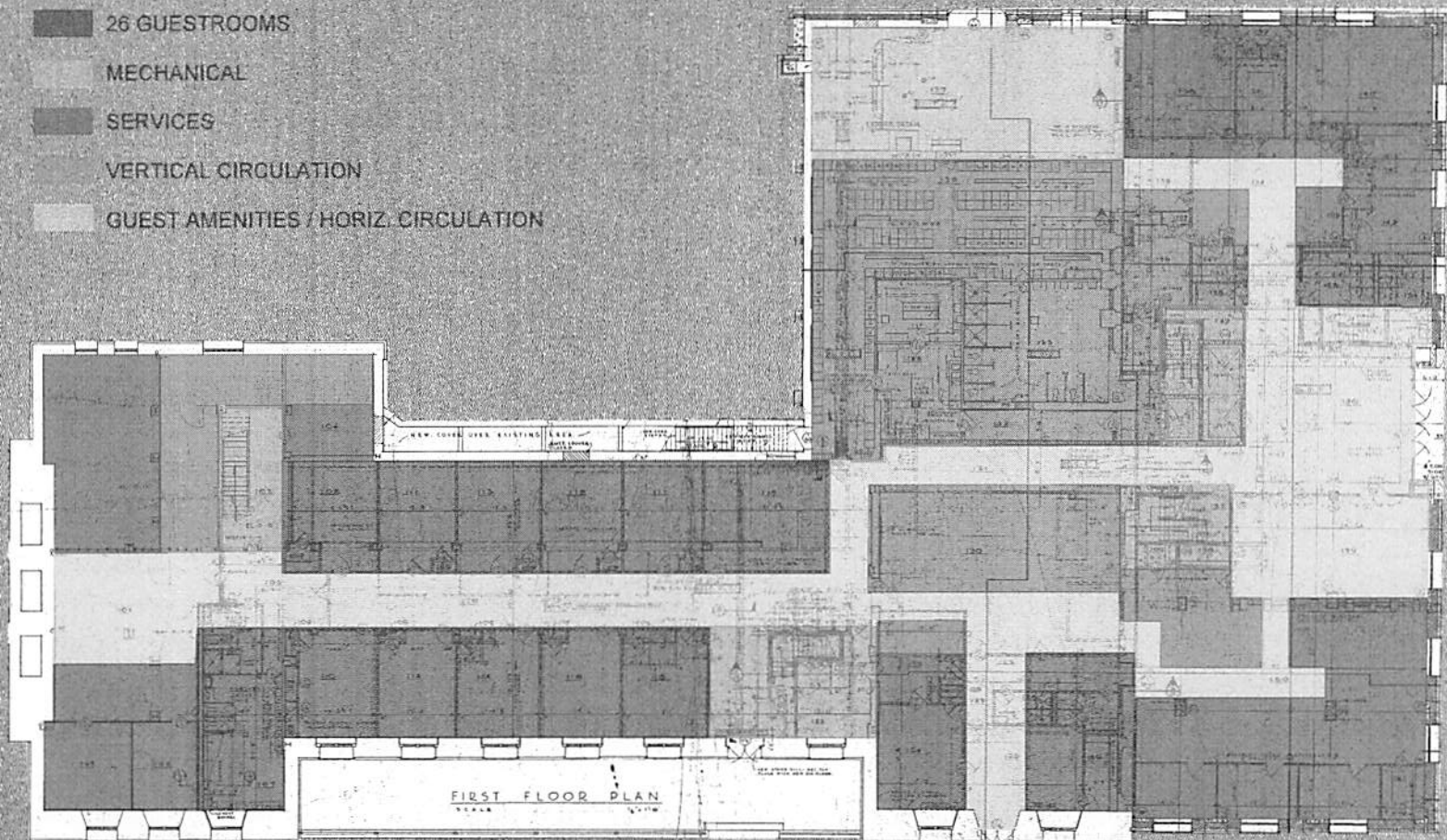
Sincerely,

Lee Patton

Planning of Space for 128 Adams Ave

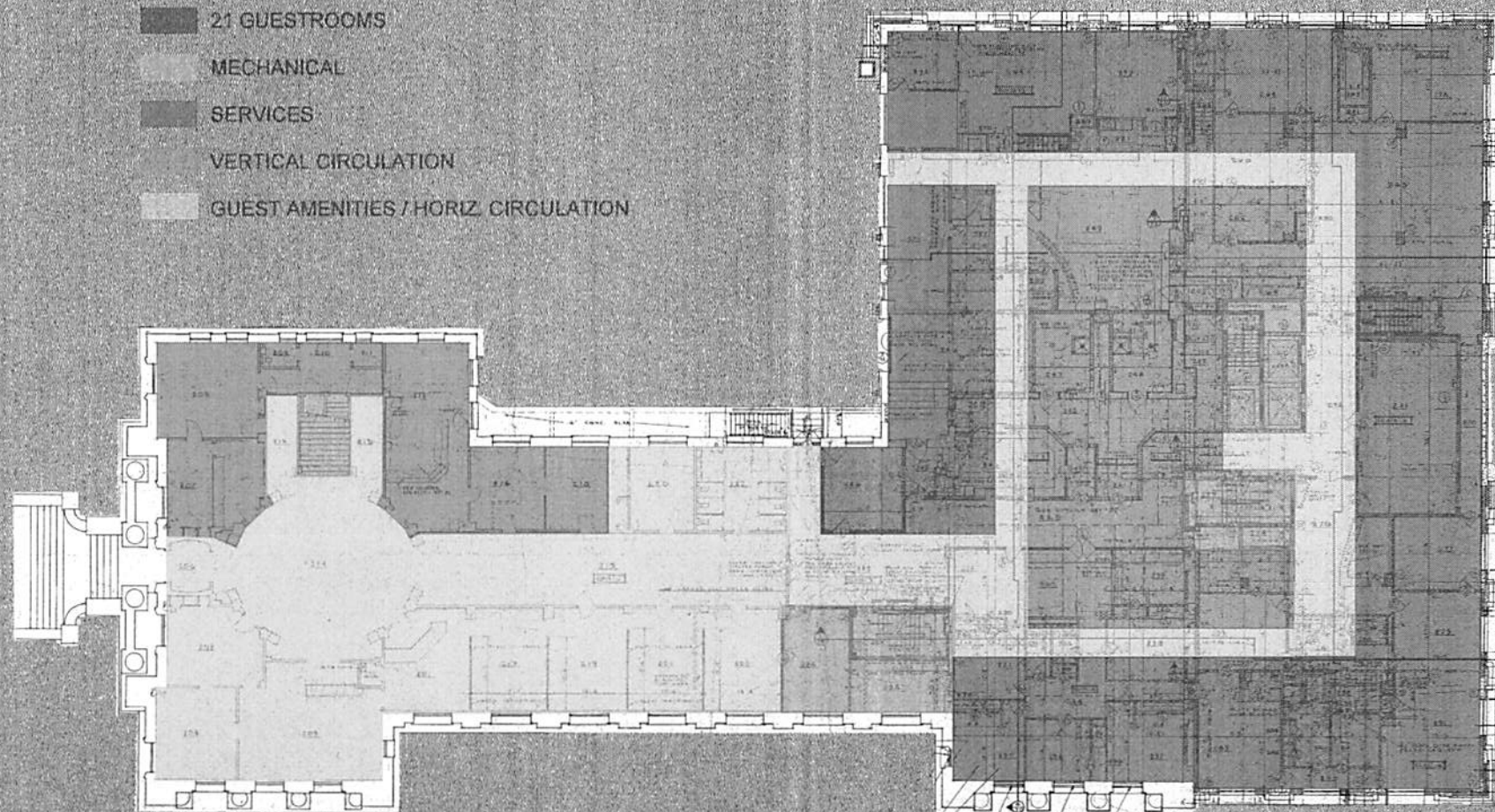
- ▣ 114-140 Rentable guestrooms
- ▣ The proposed banquet room on the third floor (pink square) is 1,936 sf.
- ▣ The proposed restaurant space on the second floor (east side of corridor at original building) is 1,460 sf.
- ▣ The proposed bar space on the second floor (south east corner of original building) is 1,114 sf.

- 26 GUESTROOMS
- MECHANICAL
- SERVICES
- VERTICAL CIRCULATION
- GUEST AMENITIES / HORIZ. CIRCULATION



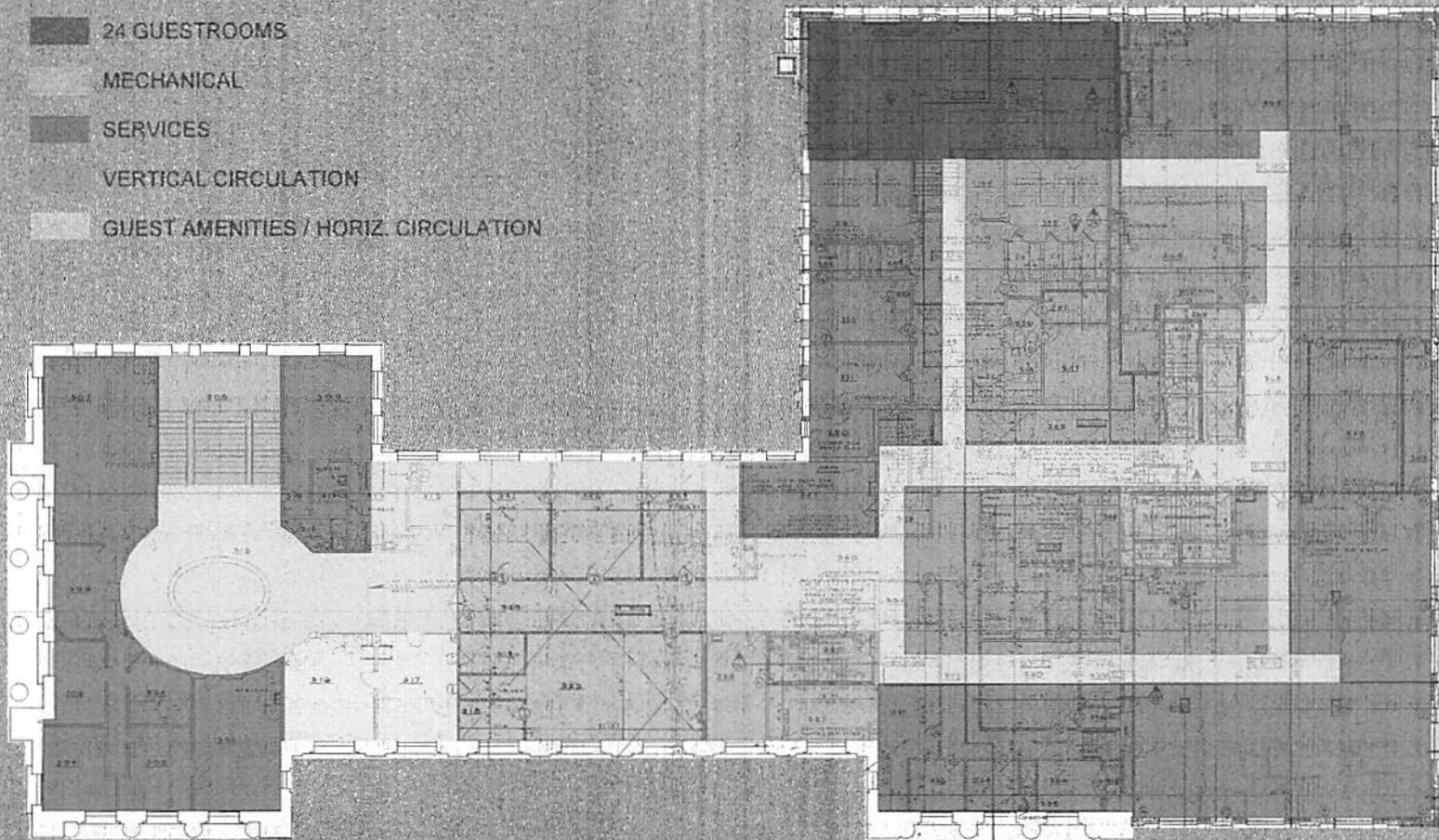
1ST FLOOR PLAN

- 21 GUESTROOMS
- MECHANICAL
- SERVICES
- VERTICAL CIRCULATION
- GUEST AMENITIES / HORIZ. CIRCULATION








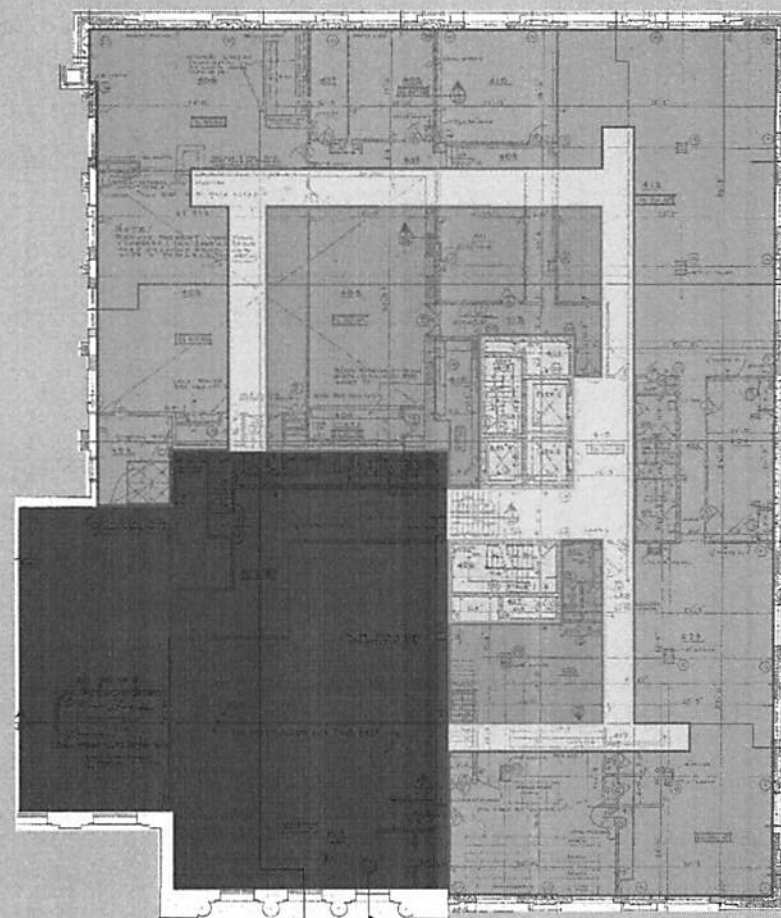
2ND FLOOR PLAN

- 24 GUESTROOMS
- MECHANICAL
- SERVICES
- VERTICAL CIRCULATION
- GUEST AMENITIES / HORIZ. CIRCULATION



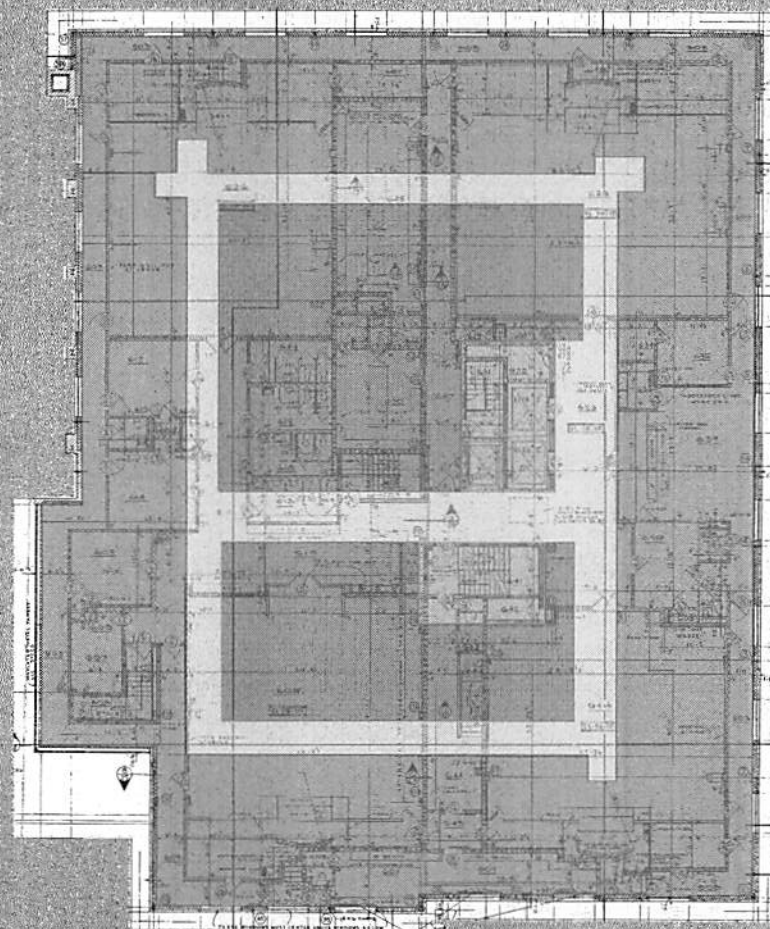
3RD FLOOR PLAN

-  18 GUESTROOMS
-  MECHANICAL
-  SERVICES
-  VERTICAL CIRCULATION
-  GUEST AMENITIES / HORIZ. CIRCULATION



4TH FLOOR PLAN

- 25 GUESTROOMS
- MECHANICAL
- SERVICES
- VERTICAL CIRCULATION
- GUEST AMENITIES / HORIZ. CIRCULATION



6TH FLOOR PLAN



GREENCARD FUND

A NEWGEN WORLDWIDE COMPANY

March 10, 2016

Snay Patel
Suna Investments, LLC
PO Box 38328
Germantown, TN 38183

RE: Financing - Redevelopment of Memphis Police Station

Dear Snay Patel

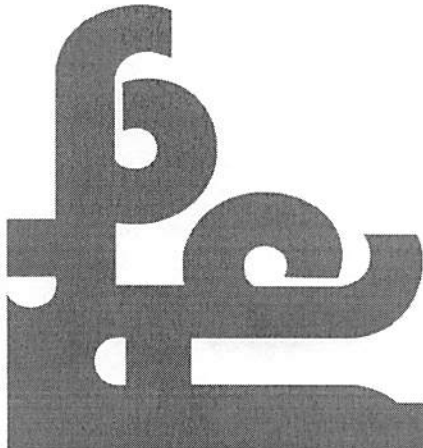
Thank you for the time to discuss your ideas to redevelop the Memphis Police Station to a new upscale boutique hotel. Based on your diligence and hotel experience, we are confident that the project will be highly successful. See attached our Letter of Intent to provide financing for the project.

As you are aware, Green Card Fund received USCIS government designation as an EB5 Regional Center in February of 2010. Since then, we have successfully raised over \$100 million and deployed \$88 million in Foreign Direct Investment through debt and equity modelled financing. We have financed new construction projects ranging from rural hospitals, charter schools, and hotels in major downtown markets. We currently estimate raising and deploying another \$37 million in EB5 financing in 2016 which include projects such as the National Law Enforcement Museum in Washington DC, a federal government-backed project.

Based on our experience working with with urban redevelopment projects and our keen interest to fund projects that create job and economic impact, the Memphis Police Station project definitely fits our profile. Should you or anyone involved with the local jurisdiction need to contact us, you may reach me directly via email at girish.patel@greencardfund.com or via phone at [602-648-2700](tel:602-648-2700).

Sincerely,

Girish Patel
CEO





GREENCARDFUND

A NEWGEN WORLDWIDE COMPANY

Letter of Interest

Boutique Hotel – Memphis Police Station redevelopment, Memphis Tennessee

March 10, 2015

2111 E. Highland Ave. Suite 305
Phoenix, Arizona 85016

P 602.648.2700
F 800.625.9168

info@greencardfund.com
www.greencardfund.com

Dear Mr. Patel,

Green Card Fund, LLC ("GCF") thank you for the opportunity to review your project in Memphis Tennessee. GCF is providing you with this Letter of Interest ("LOI") for EB-5 funding.

Funding Amount and Purpose: Approximately \$8,000,000 - \$16,000,000 USD of financing for the redevelopment of the old Memphis Police Station and opening of an upscale boutique hotel ("Project").

Interest Rate/ Preferred Return/ Equity Participation Percentage: TBD

Term/ Extension: Either (i) Second mortgage debt due and payable, or (ii) Preferred Equity partner with buyout provision executed on the FIFTH anniversary from the date of final funding proceeds to Project. GCF may require Project to extend the terms pending the immigration status of GCF's EB5 Investors. Project shall have two (2) extension options, each for one (1) year provided that Project provides GCF for each request a Six (6) months advance notice and pays a Fee of 1% of the outstanding Funding.

Interest Payments: Monthly in arrears in cash, interest only payments.

Security: Should GCF provide funding structured as a loan ("Loan"), the Loan shall be secured with a 2nd position mortgage lien on all of Project's assets including but not limited to the entire Project real estate, all personal property, cash and reserve accounts, assignment of leases, rents, contracts, etc.

Lender: Green Card Fund, LLC or assigns.

Borrower/ Project Partnership: Suna Investments, LLC or designated special purpose vehicle established for procurement of capital for the project.

Prepayment: Project may not prepay the funding amount without GCF's prior written consent.

Funds Origination Fee: 2.00% of the Funding amount—payable concurrently with each draw.

Minimum/ Maximum Funding Percentage: The Funding Amount (a) shall be no less than Thirty (30%) Percent of the Project Cost not exceed Eighty (80%) Percent of the Project Cost.

Third Party Investigations: Upon acceptance of this LOI (or prior to), Project must supply GCF with information satisfactory to GCF including but not limited to:

All legal documents governing the corporate entity and its principles, (ii) current financial statements of the corporate entity and its principles, (iii) all pro formas, feasibility studies, and appraisal studies performed for the project, (iv) all engineering reports, plans, bids, timelines, and contracts associated with the Design and Construction of the Project, (v) all Loan Agreements on Loans Payable by the Project, (vi) any current Business Plans for the Project, (vii) all executed management contracts, (viii) all licenses and permits of the Project needed to complete the Project, (ix) a current title report, (x) all documentation and contracts related to the acquisition of the site.

GCF shall also commission a full Jobs Econometric Study ("Economic Study"), Business Plan writer ("Business Plan"), and Targeted Employment Area study ("TEA") by qualified consultants selected by GCF (collectively "Consultants").

Project Oversight:

Due to the geographic distance between the Project and GCF, GCF may engage a 3rd party to supervise the project through its development and operations. Such 3rd party oversight costs shall be born by GCF. Additionally, GCF shall require Project to maintain an active online camera on-site during the construction period which shall be at the cost of the Project.

EB-5 Financing/ Regional Center:

GCF has represented to Project, and Project acknowledges that GCF is an approved Regional Center per United State Citizens Immigration Service (USCIS) and will raise funds through the use of the EB-5 program. Project agrees to reasonably cooperate with GCF in its activities by providing documentation and materials as requested.

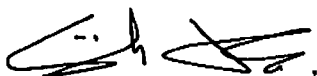
Miscellaneous Conditions:

- (i) Project shall name GCF as an additionally insured party.
- (ii) Project shall supply GCF with monthly status reports during construction and quarterly financial reports during operations.
- (iii) All parties are in good standing with the states in which they're doing business.
- (iv) Project shall make not material change to the Project upon funding.
- (v) Evidence of acquisition of site

Project shall notify GCF of any adverse impact on Project or GCF's collateral.

This Letter of Interest is dated this 10th day of March 2016. Should you be acceptant of the terms in this Letter, please execute this Letter and return to us via fax, email, or mail. The terms of this Letter shall expire at 5:00 pm PST on Friday April 15th. If you have any questions, please contact me at your earliest convenience.

Sincerely,



Girish Patel
CEO,
Green Card Fund, LLC

Executed this ____ day of _____, 2016 by Project's Authorized Signor

By:
Its: Project's Authorized Representative

Date



GREENCARDFUND

A NEWGEN WORLDWIDE COMPANY

INVESTMENT | IMMIGRATION | OPPORTUNITY

WHO WE ARE

Green Card Fund is a USCIS approved Regional Center and EB-5 leader. Helmed by seasoned professionals with over 60 years of experience in development, finance and operations, Green Card Fund is setting a new standard for the EB-5 Industry.

With a meticulous due diligence process, finely tuned project structuring and international distribution networks, Green Card Fund has earned renowned status in the EB-5 community.



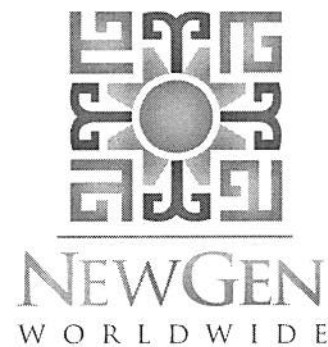


WE BUILD OPPORTUNITIES

At NewGen Worldwide, we are opportunity builders. What is essential for our business is that we provide meaningful opportunities to investors and project owners. Developing and owning real estate assets allow us to bring an owner's eye to each of our service offerings.

Being part of NewGen Worldwide provides Green Card Fund with resources and connectivity unique in the EB-5 industry:

- Project development know-how
- Experienced team of industry experts
- Industry leading project partners
- Marketing, finance, and legal support



CAPITAL

DEVELOPMENT

ADVISORY

HOLDINGS

KYLE WALKER FOUNDING PARTNER

"THIS ISN'T JUST ABOUT A BUSINESS TRANSACTION, IT'S ABOUT A LIFELONG PLAN. WE VALUE THE RELATIONSHIP WITH OUR INVESTORS AND TIGHTEN THAT BOND WITH TRANSPARENCY AND ACCESSIBILITY."

Kyle Walker's primary focus is on Industry Relations, USCIS compliance and International Distribution Channels. His background in real estate and sound business acumen enables him to design top-tier EB-5 projects. Kyle also serves as the chairman of the IIUSA membership committee. In 2014, he co-authored *The EB-5 Handbook*, the first publication providing high transparency and knowledge about the U.S. EB-5 program.



GIRISH PATEL FOUNDING PARTNER

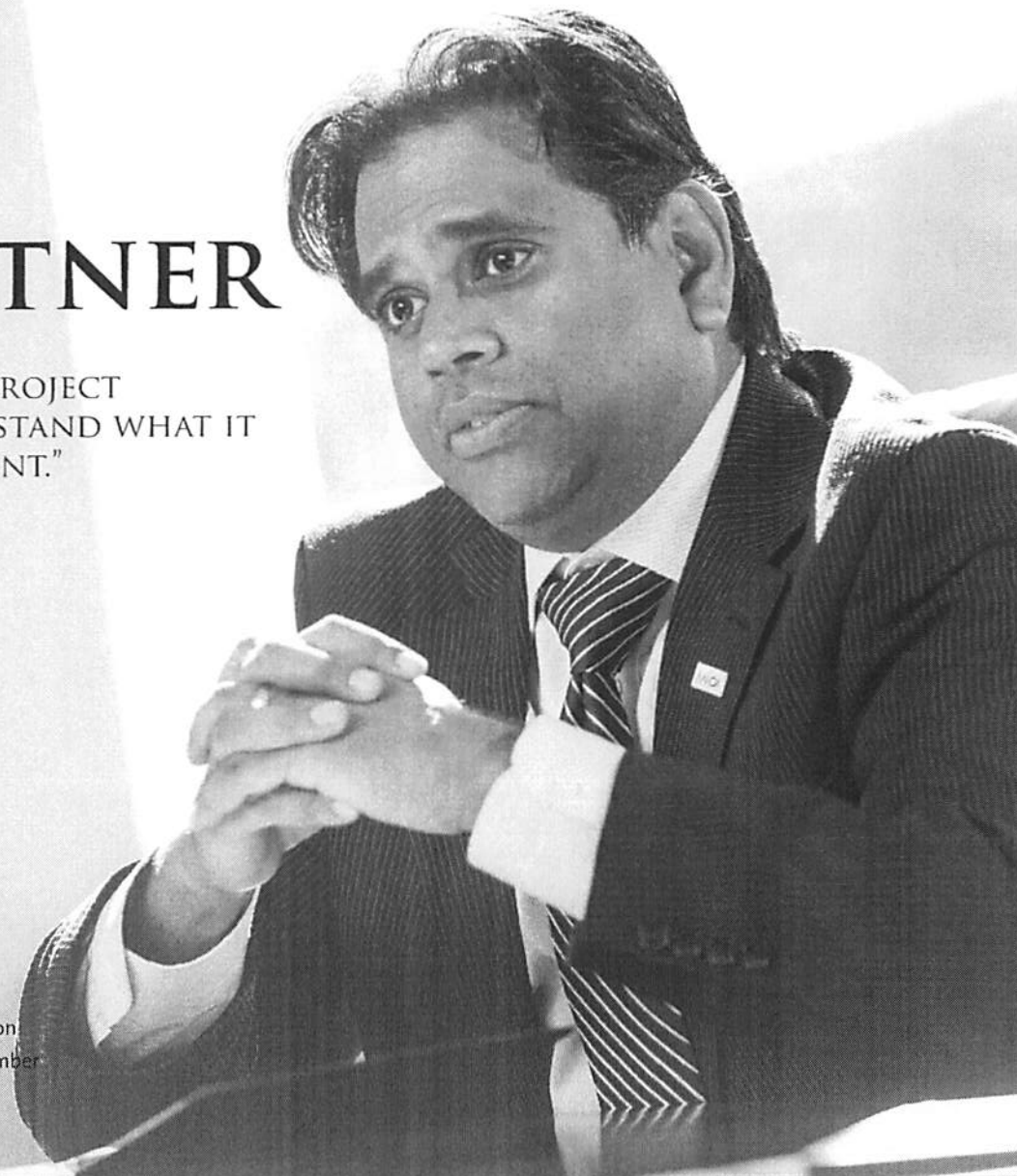
"WE ARE VERY CONSERVATIVE IN SELECTING OUR EB-5 PROJECTS. OUR DUE DILIGENCE PROCESS HELPS US GUARANTEE MAXIMUM SECURITY FOR THE INVESTOR AS WELL AS FOR THE PROJECT DEVELOPER."

Girish Patel focuses on underwriting and structuring new projects and oversees NewGen Worldwide's corporate operations. His real-world experience in commercial real estate development and hotel operations is coupled with his ability to identify and structure key strategic partnerships.

DAN RAMA FOUNDING PARTNER

"THE PRINCIPLES OF GREEN CARD FUND ARE ALSO PROJECT DEVELOPERS AND OWNERS THEMSELVES. WE UNDERSTAND WHAT IT TAKES TO MAKE A SAFE AND STRONG EB-5 INVESTMENT."

Dan Rama heads the NewGen Worldwide hospitality brokerage operations. He advises clients on acquiring, merging and divesting hospitality assets throughout the United States. Dan is a member of the board of the Asian American Hotel Association (AAHOA), the largest hospitality owners association in the U.S. He also serves as the Southwest Regional Director for the organization.

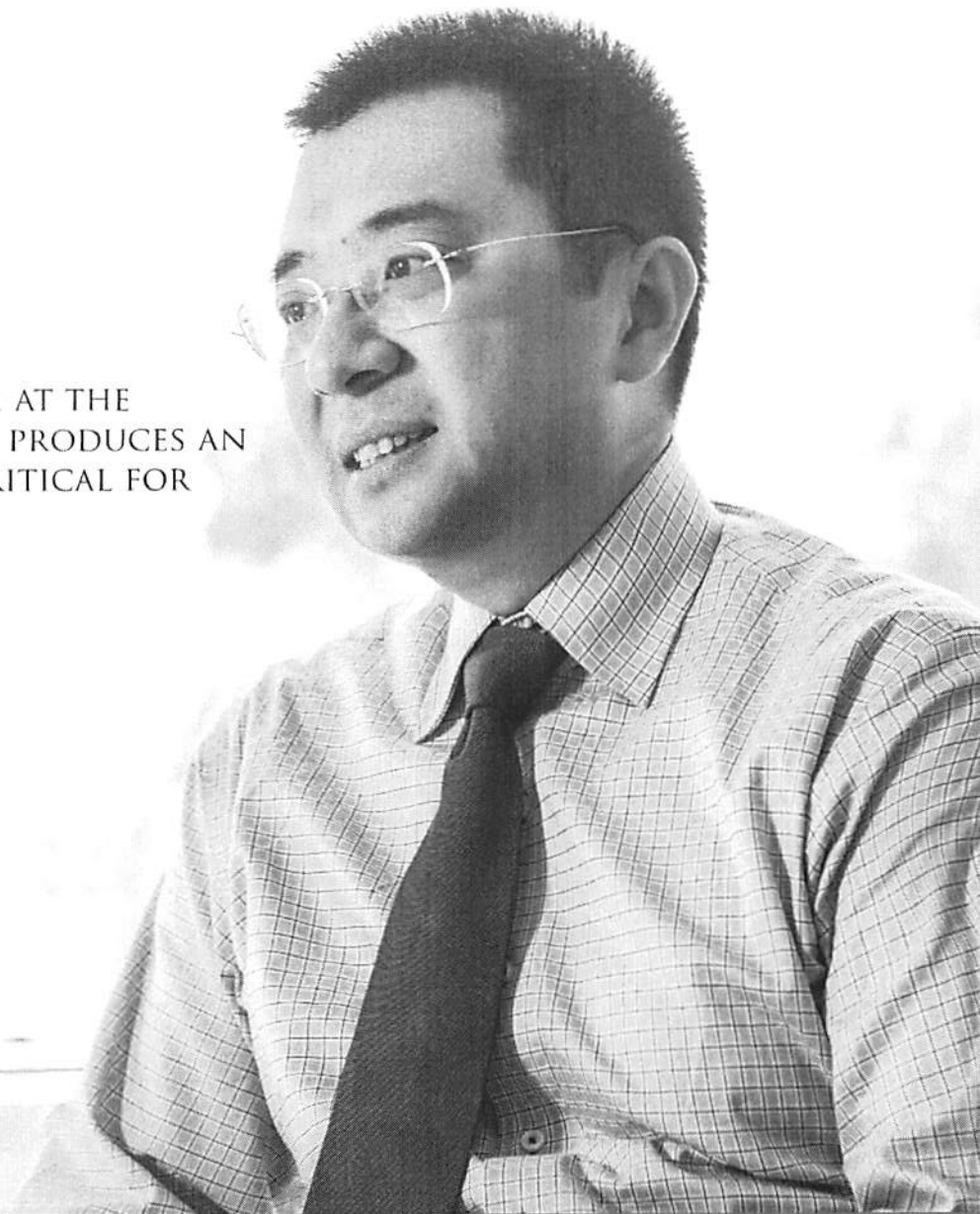


ANDY PENG

PARTNER

"THE RELATIONSHIPS WITH ALL OUR STAKEHOLDERS ARE AT THE HEART OF OUR BUSINESS. PROACTIVE COMMUNICATION PRODUCES AN ALIGNMENT OF INTEREST AND EXPECTATION THAT IS CRITICAL FOR MUTUAL SUCCESS."

A Chinese-born American citizen, Andy Peng spent most of his professional life in managing businesses between China and the United States. His in-depth understanding of both Chinese and U.S. business, has greatly enhanced Green Card Fund's ability to support investors in Asia. Today, Andy Peng is leading Green Card Fund's operations in China.



ABOUT EB-5

The EB-5 immigrant investor visa attracts foreign capital into the U.S.A. and creates jobs for American workers. The minimum amount of money to invest is \$500,000 -- if invested in a rural or high employment area. With each EB-5 investment, 10 or more permanent full-time jobs need to be created.

The U.S. Citizen and Immigration Services has certified EB-5 Regional Centers like Green Card Fund to run pre-approved programs for EB-5 investments:

- Permanent residency in the U.S. for the investor and his/her immediate family
- The investor is not required to live in the place of the investment
- No day-to-day business management

THE EB-5 EFFECT:

The benefits of the EB-5 program to the U.S. economy have been substantial. In 2012, EB-5 investments have contributed a staggering \$3.39 Billion to the U.S. Gross Domestic Product.

In Arizona, the work of Green Card Fund currently has empowered 208 global investors who helped facilitate almost \$250 million in investments and create 2,285 jobs.



THE GCF APPROACH

In many ways, Green Card Fund is progressive, dynamic, and innovative. However, when it comes to project numbers and planning input, we are very conservative. Under all circumstances, we try to avoid overpromising and enjoy impressing our partners by outperforming.



KEYS TO SUCCESS:

• STRATEGIC INDUSTRY FOCUS

We only touch what we know we can do

• DUE DILIGENCE PROCESS

Rigorous screening to minimize risk right from the start

• PROJECT PARTNERS

Experienced industry leaders with proven track records

• PUBLIC SUPPORT

Measurable economic impact that helps build communities

SUCCESS STORIES

GREEN VALLEY HOSPITAL

This important facility will serve a region of Arizona that is in critical need of geographically convenient, high level medical services.

- Medical Campus Project
- Location: Green Valley, AZ
- Size: 32 Bed Acute Care Hospital & Medical Office Buildings
- Project Cost: \$79 Million
- EB-5 Raise: \$56 Million
- Jobs Created: 1161



ODYSSEY PREP ACADEMY

This charter school is leading the way in education in Arizona, developing critical thinkers, while instilling a strong sense of character and leadership.

- Charter School Development Project
- Location: Casa Grande, AZ
- Enrollment: 600 Students (K-8)
- Project Cost: \$7.2 Million
- EB-5 Raise: \$4.5 Million
- Jobs Created: 96



FOR PROJECT OWNERS

Together with project owners, we gain a common understanding if the EB-5 program is right for the project. After completing the due diligence process, Green Card Fund offers a portfolio of services to the project sponsors:



FULL SERVICE:

- STRUCTURE EB-5 OFFERING
- INVESTOR PROCUREMENT
- INVESTOR MANAGEMENT
- FUNDS ADMINISTRATION
- USCIS & SEC COMPLIANCE



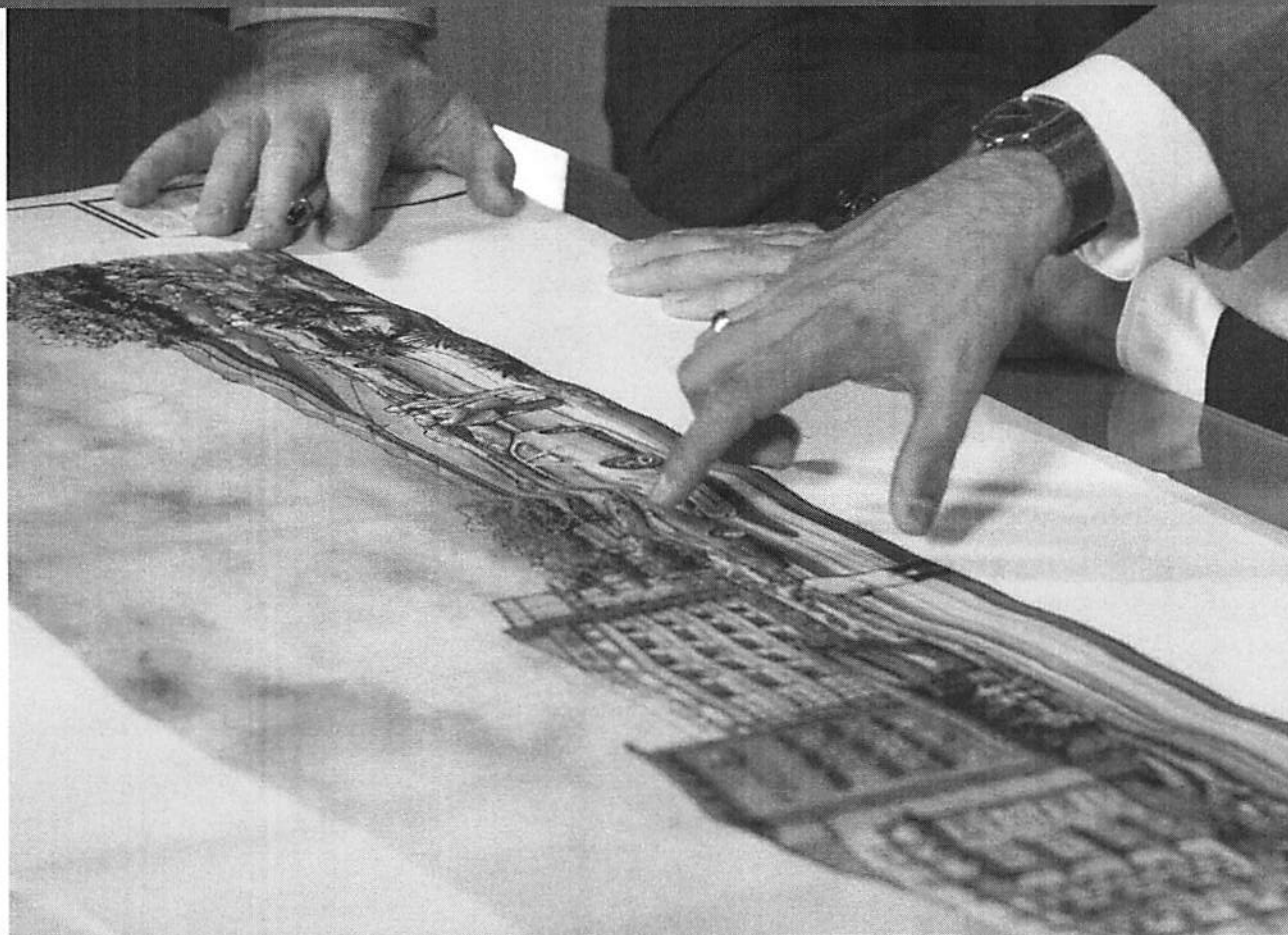
EB-5 CONSULT SERVICES:

- INVESTOR MANAGEMENT
- USCIS COMPLIANCE
- DEAL STRUCTURE ADVISORY
- TEA DESIGNATIONS
- JOB CREATION STUDIES
- PROJECT FEASIBILITY



REGIONAL CENTER COMPLIANCE:

- INVESTOR MANAGEMENT
- USCIS COMPLIANCE



FOR INVESTORS

We build strong partnerships with an emphasis on transparency, proactive communication and alignment of interests.

✓ SUITABILITY

We know that every investor is different and strive for a full understanding of the investor's situation. We like to manage expectations from beginning on.

✓ SECURITY

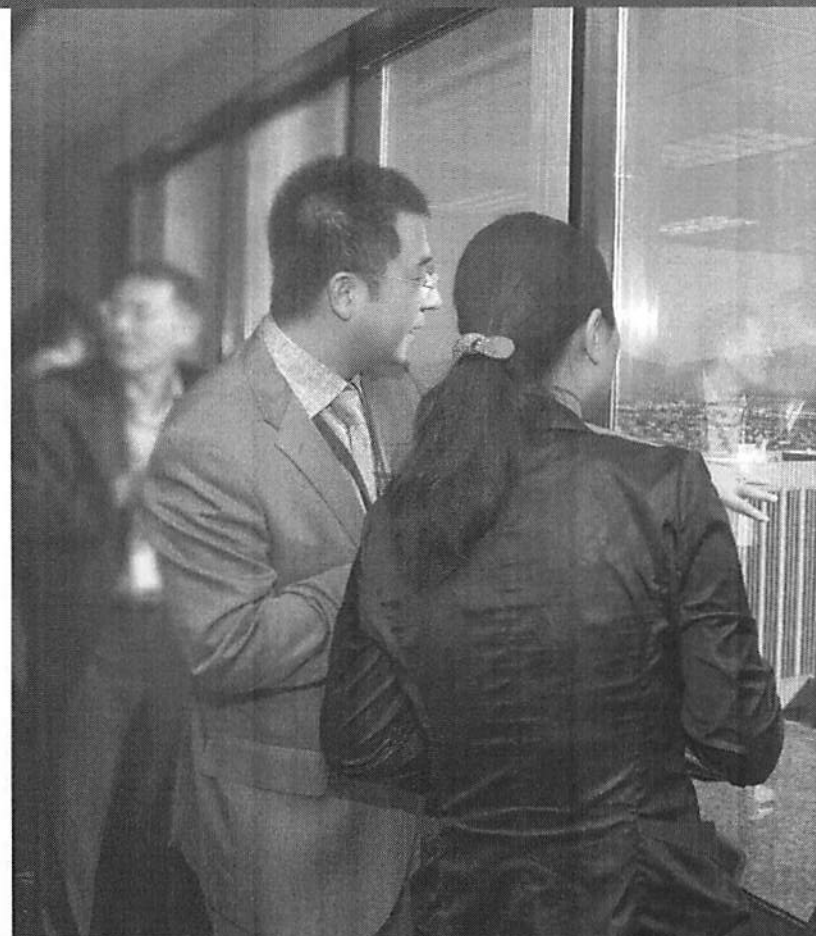
The dominating element in the work with our investors. We make our utmost effort to guarantee the highest degree of security. Understanding the EB-5 Process by heart and having control of every step in it is essential to maximize all outcomes.

✓ TRANSPARENCY

Our processes are driven by transparency on the highest level. Green Card Fund Investors can watch the progress of construction of their project with web cameras around the clock. Every year the Green Card Fund Investment Summit invites investors and industry experts to share information and insight.

✓ LEGAL SERVICE

All immigration related documents are passing an additional audit of our own legal advisory team before they are submitted to the US immigration authorities. A one of a kind service in the EB-5 industry and the guarantee that we act according to our own high standards. A 100% approval rate for our investors is the visible result of this effort.



PREPARATION

We take pride in being a trustworthy Regional Center who understands your immigration concern, the EB-5 program, and the components of a safe EB-5 project- predictable job creation, a proven business model, and a project sponsor with a successful history. This does include that we do an additional legal audit of all immigration documents on our own expense.

INVESTMENT

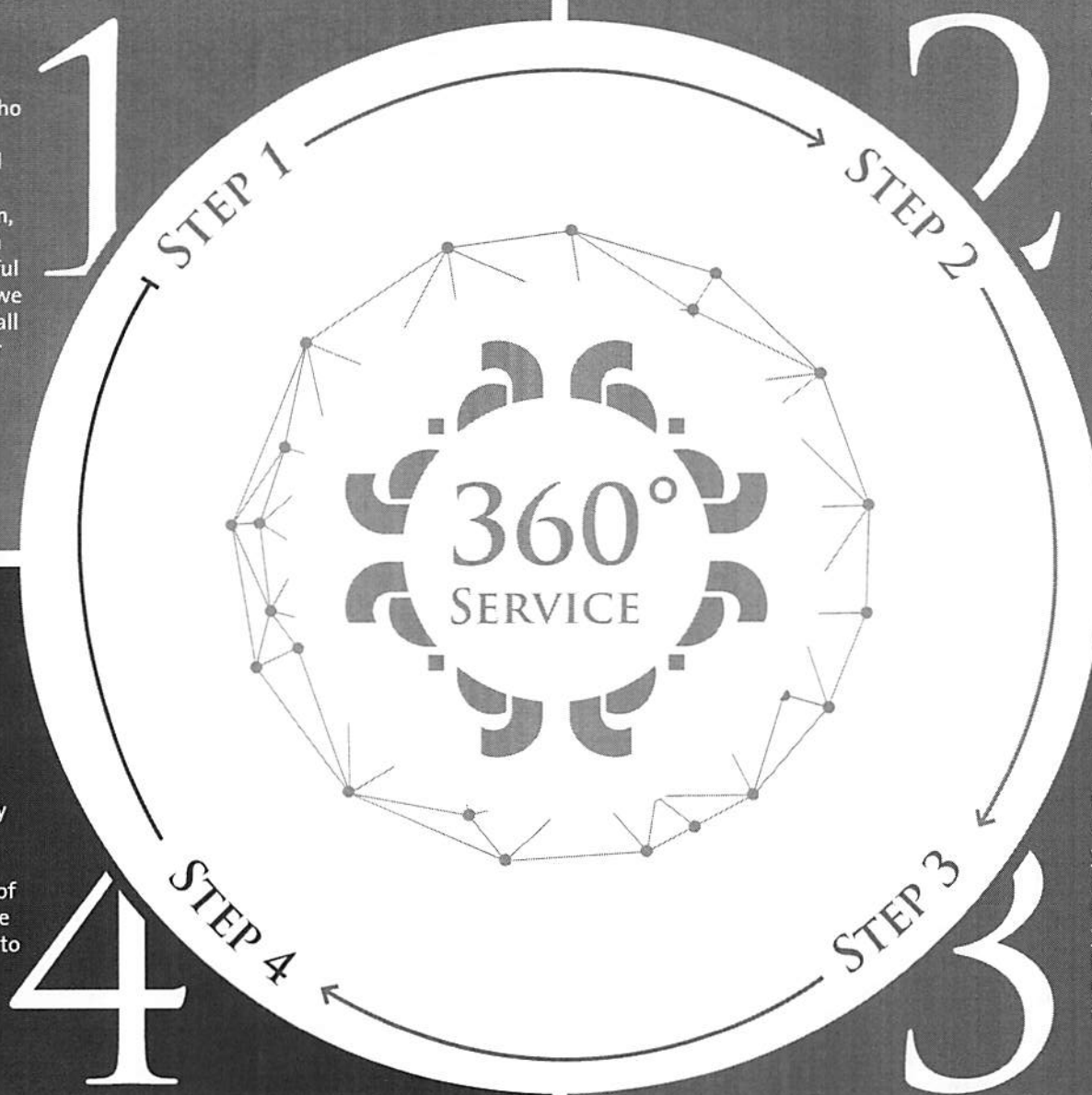
We'll keep you updated with your EB-5 investment at work by providing you with project status reports and monthly email newsletters. You'll also be invited to our annual investment summit, where industry leaders, government officials, and current and past investors visit and experience Phoenix, Arizona.

IMMIGRATION

We'll mail you a Post I-526 Packet so you're properly prepared for your consular interview. You will also have access to Green Card Fund's Landing Service, where you'll receive assistance to open a bank account, purchase a car and home, and find the right school for your children.

OPPORTUNITIES

When you are ready to diversify your portfolio, our parent company, NewGen Worldwide can provide you with a variety of investment opportunities in the commercial real estate market to fit your needs and preference.

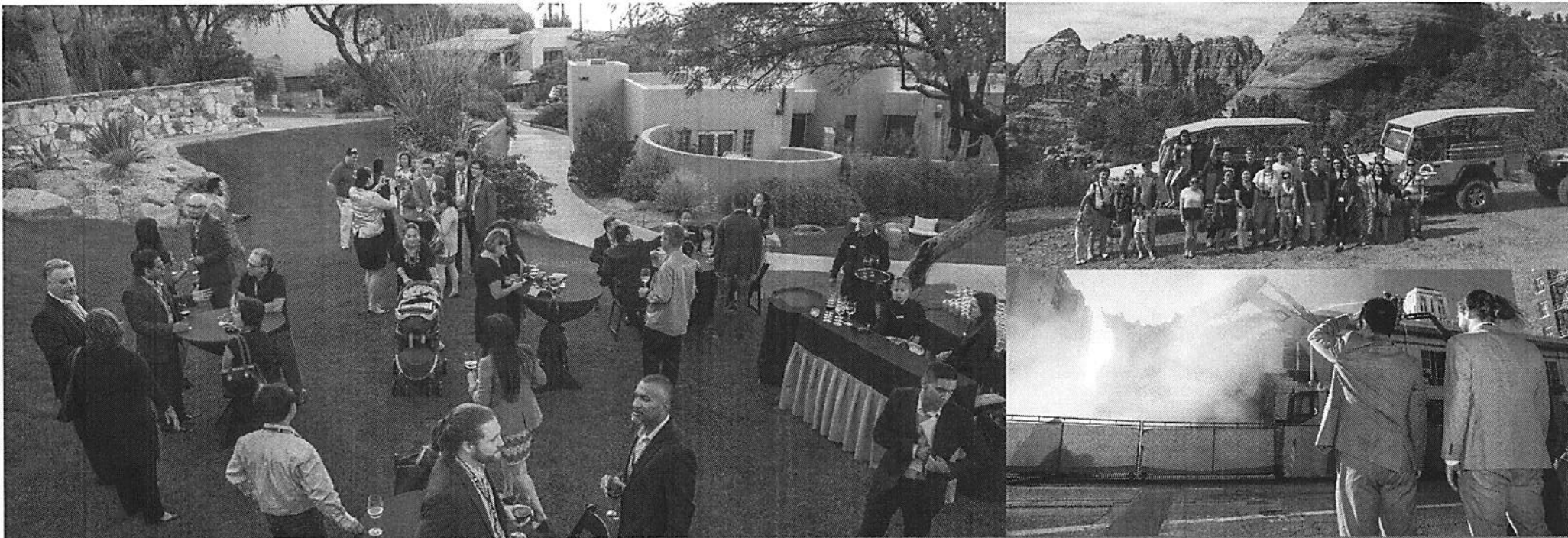


GCF INVESTMENT SUMMIT

Every year in October, Green Card Fund invites industry partners from all over the world to an event unlike any other: The Green Card Fund Investment Summit.

Unique in its approach and style, this event brings together stakeholders from all areas of the EB-5 industry. Immigration attorneys, investors, agents, government officials, and project developers enjoy two days filled with insight, learning, and new experiences. Everyone enjoys a celebration of opportunity and southwestern lifestyle. Whether it is about meeting with local community leaders and dignitaries, visiting EB-5 project sites, or listening to new opportunities in the making, the GCF Investment Summit is the perfect opportunity to experience EB-5 at work.

For more information about the Green Card Fund Investment Summit please visit: www.gcfsummit.com



TEAM LEADERS

Expertise in real estate, project financing, and immigration -- Green Card Fund is managed by a team of highly experienced industry experts. The team at Green Card Fund believes in the power of thinking big, of bringing a positive attitude and social consciousness into business, and of working not just hard, but smart, in order to overcome obstacles. It is this unique mix of talent and attitude that enables us to provide a full circle service offer unique to the EB-5 industry.



**SURAJ
BHAKTA**
LEGAL COUNSEL



**MICHAEL
LEPORE**
FINANCE



**TERRY
O'NEILL**
DEVELOPMENT



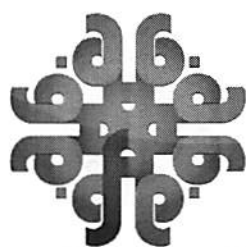
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VETTER**
MARKETING



**JERRY
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INVESTOR RELATIONS



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PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2016, by and between City of Memphis (Seller); and Suna Investments LLC or its assigns (Purchaser).

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. **Purchase and Sale.** Seller covenants and agrees to sell and convey certain real property located in Memphis, Shelby County, Tennessee (Old Central Police Station), municipally known as: **128 Adams Avenue, Memphis, Tennessee** and known on the records of the Shelby County Assessor of Property as Tax Parcel No. 002019 00001, with improvements located thereon (Property).

2. **Survey.** At Purchaser's option, the exact legal description of the subject property shall be determined by (1) an as-built survey (Survey) prepared and certified as of current date, at Purchaser's expense, by a Registered Land Surveyor licensed in Shelby County, Tennessee, or (2) Seller's most recent survey, which Seller agrees to provide to Purchaser within 10 days of the date of this Contract. Seller makes no guaranty that Seller is in possession of a survey.

3. **Purchase Price.** Seller agrees to sell and Purchaser agrees to purchase and accept the subject property for a total purchase price (Purchase Price) of **\$1,600,000.00**.

4. **Terms of Payment.** The Purchase Price shall be paid as follows:
A. **\$50,000.00** cash to be paid by Purchaser at the time of the execution of this Contract and deposited as Earnest Money and part payment with Purchaser's Attorney (Escrow Agent) who shall hold such Earnest Money in escrow subject to the terms and conditions of this Contract; and
B. The balance of the Purchase Price (after giving Purchaser credit at Closing for the Earnest Money) shall be paid by Purchaser in cash at the time of the Closing.

5. **Deed of Conveyance.** Seller shall execute and deliver to Purchaser at Closing a good and valid Warranty Deed.

6. **Conditions to Closing.** It is agreed that the following are Conditions Precedent to Purchaser's obligation to perform under this Contract:
(1) Purchaser shall have inspected the physical condition of the Property, the results of which are acceptable to Purchaser in its sole discretion; and
(2) Purchaser shall have obtained all necessary governmental approvals in compliance with state and local laws and ordinances for use of the Property; and
(3) Seller shall have obtained approval of this Agreement by the Memphis City Council and Mayor.

Sale is considered to be "as-is," subject to Purchaser's inspection for suitability.

Unless mutually extended by written agreement executed by the parties hereto, all of the Conditions Precedent enumerated above shall be satisfied or be waived by Purchaser within forty-five (45) days after the effective date of this Contract (Inspection Period). If the Conditions are not satisfied or waived by Purchaser within the Inspection Period, Purchaser may terminate and cancel this Contract and receive a full and immediate refund of all Earnest Money by sending written notice to Seller with a copy to the Escrow Agent before the expiration of the Inspection Period.

7. Abstract of Title and Title Insurance. Within ten (10) days after the date hereof, Purchaser shall obtain adequate abstracts of title, taxes, and judgments covering the subject property. Such abstracts shall be prepared by a national title insurance company with offices in Memphis, Tennessee ("Title Company") and shall provide a sufficient basis for issuance to Purchaser of a standard Owner's Title Insurance Policy, insuring marketability of title in a face amount equal to the Purchase Price. Said Owner's Title Insurance Policy shall insure title to the subject property free and clear of any and all liens, claims of creditors, claims or liens for taxes of any type, encumbrances, conditions, easements, assessments, covenants, restrictions, encroachments, exceptions and reservations, except for the Permitted Exceptions, as hereinafter defined. Purchaser shall pay all premiums for said Owner's Title Insurance Policy at Closing.

Within five (5) days after receipt by Purchaser of such abstracts of title, Purchaser shall examine such abstracts, obtain a Commitment for said Owner's Title Insurance Policy from the Title Company, and notify Seller in writing of Purchaser's acceptance or rejection of the title to the subject property. If Purchaser gives notice of acceptance, the Exceptions which are shown in said Title Commitment and have been accepted by Purchaser shall become the "Permitted Exceptions". In the event of notice of rejection, Seller shall be allowed ten (10) days thereafter within which to eliminate such unacceptable defects or objections. In the event that Seller has not accomplished same to Purchaser's satisfaction within said ten (10) day period, Purchaser may elect to accept the status of the title as shown and proceed with the Closing of this Contract in accordance with the time schedule set forth above, or it may, by written notice to Seller, declare this Contract null and void. In such event, Purchaser shall be entitled to an immediate refund of its Earnest Money and shall be freed from all obligations to Seller.

8. Closing and Possession. It is agreed that the Closing of this Contract shall take place five (5) days after the end of the Inspection Period, unless extended by written agreement executed by the parties. Closing Attorney for Purchaser to be Glenn Everton of Griffin, Clift, Everton & Maschmeyer, PLLC, 6489 Quail Hollow #100, Memphis, TN 38120, (901) 752-1133. Possession of the subject property shall be given to purchaser at Closing.

9. Real Estate Commissions. Seller and Purchaser acknowledge that

neither has dealt with any real estate brokers regarding the proposed transaction and, as such, no commissions are due by either party out of this transaction.

10. Closing Costs. Purchaser shall pay for all closing costs.

11. Prorations. Any City and County real estate taxes for the then current year and any and all rents and utility charges on the subject property shall be prorated as of the Closing Date and all prior unpaid taxes or liens, shall be paid by Seller at Closing.

12. Default. In the event Seller shall breach any provision of this Contract, Purchaser may enforce specific performance of this Contract, or may bring suit for damages against Seller, and, in either event, may recover its reasonable attorneys' fees and litigation expenses incurred. If, after giving notice that all Conditions Precedent have been satisfied or waived, Purchaser shall breach any provision of this Contract, the Earnest Money shall be paid to the Seller as and for liquidated damages against Purchaser and may recover its reasonable attorneys' fees and litigation expenses incurred.

13. Notices. All notices required under this Contract shall be sent via certified mail, return receipt requested to the following:

If to Seller: City of Memphis

Copy to:

If to Purchaser: Suna Investments LLC
P. O. Box 38328
Germantown, TN 38183

Copy to: Glenn D. Everton
6489 Quail Hollow #100
Memphis, TN 38120

14. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS CONTRACT.

B. All terms and conditions of this Contract are hereby made binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of both parties hereto.

C. This Contract and all obligations hereunder shall be governed by

the laws of the State of Tennessee.

D. Purchaser and Purchaser's agents shall have the right to enter upon the subject property prior to Closing for the purpose of making tests, studies and inspections of said property, so long as Purchaser or its agents do not unreasonably interfere with Seller's use of said property.

EXECUTED, by the undersigned parties, effective as of the day and year first above written.

SELLER:

PURCHASER:

CITY OF MEMPHIS

SUNA INVESTMENTS LLC

BY: _____

BY: _____

Date and Time of Execution:

Date and Time of Execution:

Contact Info:

Snay Patel
901-361-6181
snay32@gmail.com

Jay Kumar
901-830-4720
jkumar901@gmail.com